VICTOR ATIYEH
GOVERNOR

Land Conservation and Development Commission

1175 COURT STREET N.E., SALEM, OREGON 97310

M E M O R A N D U M

TO: Chief Administrative Officer

FROM: James F. Ross, Director

SUBJECT: 1983-85 MAINTENANCE GRANT

On behalf of the Land Conservation and Development Commission, I am pleased to offer a Plan Maintenance Grant for 1983-85 to maintain your acknowledged comprehensive plan. The maintenance program provides State of Oregon funds to protect and keep active the considerable work already placed in your acknowledged plan. This investment recognizes the task before all of us to make comprehensive plans work to keep pace with Oregon's growth.

The enclosed agreement indicates your grant amount and terms of the grant. An authorized individual should fill out and execute the agreement. Return the colored copy to the Department of Land Conservation and Development, 1175 Court Street, Salem, to receive payment. The white copy is for your records. The full amount of your grant will be sent to you after our receipt of the accepted grant.

For additional information on the plan maintenance grant program requirements, please contact your local field representative. Questions regarding grant amounts, disbursement, or reporting should be directed to Sherry Tatom in the Salem office at 378-8067.

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Enclosure

LCDC GRANT NO.
M- 83196

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT

COMPREHENSIVE PLAN MAINTENANCE GRANT AGREEMENT

A. By this agreement dated April 3, 1984 the Director of the Department of Land Conservation and Development, acting in behalf of the Land Conservation and Development Commission, agrees to provide funding for comprehensive plan maintenance activities for the period of July 1, 1983 through April 30, 1985:

1. Grantee Name: City of Elgin

2. 1983-85 Maintenance Grant Amount: $ 2,325.00

3. LCDC Grant Funds on hand from prior Grants $ 0.00

4. Local Funds to be spent $ 0.00

5. Total Plan Maintenance Project $ 2,325.00

B. The Grantee in consideration of the grant amount, agrees to perform comprehensive plan maintenance activities and agrees to the standard and special conditions of this agreement. Grantee's application work program is incorporated herein by this reference.

C. If not accepted and returned to the Department of Land Conservation and Development before May 3, 1984, this agreement to provide maintenance funding is void.

D. Grantee data (to be completed by Grantee upon acceptance):

P.O. Box 128, Elgin, Or.
Mailing Address

Betty Hulse
Contact Person

437-2253
Telephone Number

Telephone Number

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For the Department of Land Conservation and Development

James F. Ross, Director

April 3, 1984
Date

For: Russell Hoy - Mayor
(Grantee Signature)

Name Title

April 4, 1984
Date

(See Reverse for Standard and Special Conditions)

DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT

COMPREHENSIVE PLAN MAINTENANCE AGREEMENT CONDITIONS

A. Standard Conditions

1. A report of work performed as a result of this grant during the grant period shall be submitted by the grantee to DLCD as requested and during June of each year. Eligibility for subsequent comprehensive plan maintenance funding is contingent upon receipt of such reporting by the Department of Land Conservation and Development.

2. The grant funds received by Grantee pursuant to this grant agreement shall be expended only to accomplish and carry out the activities appropriate to maintenance grants as described below.

   a. Review and amend comprehensive plans and ordinances based upon plan review and update cycles required by Goal 2. This includes plan and ordinance amendments resulting from land use as a single change affecting a large area of jurisdiction. Cities with less than 5,000 people (and counties with an unincorporated population of less than 5,000) may also use the funds for administering actions including zone changes, conditional uses, variances, permits and similar ministerial and quasi-judicial actions;

   b. Support citizen and agency involvement programs;

   c. Sponsor and carry out special public workshops and technical training programs on land use; and

   d. Keep maps and inventory data current.

3. Standard accepted accounting and fiscal records will be maintained by Grantee of the receipt and expenditure of funds pursuant to this grant agreement. Grant accounting records will be separately maintained from other accounting records.

4. The Attorney General of the State of Oregon and the Director of the Department of Land Conservation and Development (DLCD) or any other duly authorized representative, shall have access to and the right to examine any pertinent books, documents, papers, and records of transactions related to this agreement for three years after the final report is submitted. During the grant period, reports on work activities will be furnished promptly to the Director of DLCD if requested.

5. If Grantee shall fail to comply with any of the requirements or conditions of this agreement, the LCDC may, in its sole discretion and without incurring liability therefore, refuse to perform further pursuant to this agreement, except that LCDC shall make further disbursement to Grantee necessary to pay for services accrued, but not paid prior to the date of such refusal. Grantee shall upon demand by LCDC promptly repay LCDC any unobligated funds.

6. Post acknowledgment plan and land use regulation amendments will be processed through DLCD on standard forms available from the Department.

B. Special Conditions

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